



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: March 28, 2017

**DATE:** Wednesday, March 1, 2017

**TO:** Board of County Commissioners

**FROM:** Greg Herrera, Lieutenant, Special Operations  
(775) 321-4940 [gherrera@washoecounty.us](mailto:gherrera@washoecounty.us)

**THROUGH:** Sheriff Chuck Allen

*Susan Schilling*

**SUBJECT:** Approve the Search and Rescue Medical Support Services Agreement Between REMSA (Regional Emergency Medical Services Authority) and the Washoe County Sheriff's Office to provide medical support in Search & Rescue operations with a retroactive start date of February 19, 2017. (All Commission Districts)

### SUMMARY

It is requested that the Board of County Commissioners (BCC) accept an Agreement between the Washoe County Sheriff's Office and REMSA in Search and Rescue Operations for Medical Services support.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

The Board previously approved this Agreement on October 11, 2011.

### BACKGROUND

As required by Nevada Revised Statute 248.092, the Washoe County Sheriff's Special Operations Division (SOD) is responsible for Search and Rescue within the County and provides a full range of such services to the citizens and visitors of Washoe County. One such service is that of the recovery of lost or injured persons throughout Washoe County.

The Washoe County Sheriff's Office Search and Rescue units respond to a variety of rescue-related emergencies within Washoe County. Such responses include incidents at Pyramid Lake, Far northern Washoe County and the Lake Tahoe area.

REMSA currently provides emergency medical services within the geographical limits of Washoe County with full-time personnel who are equipped and trained for emergency responses on a twenty four (24) hour, seven (7) day a week basis. There is an emerging trend in Search & Rescue to include specially trained medical assistance to team members, victims, and the general public at the scene of critical incidents. With acceptance of this Agreement, REMSA will utilize their best efforts to provide a

AGENDA ITEM # 5.D.

maximum of Ten (10) medical support trained personnel, who will be acting in the capacity of Washoe County Sheriff's Office Search & Rescue Volunteers on an on-going rotating on-call basis. They will provide properly certified and licensed medical support personnel together with any necessary medical equipment and supplies to the Washoe County Sheriff's Office Search & Rescue Units as shall be reasonably necessary for medical personnel deployment to Search & Rescue critical incidents. In return, the Washoe County Sheriff's Office Search & Rescue Unit will provide REMSA personnel acting as Search & Rescue Volunteers training specific to Search & Rescue techniques specific to Washoe County.

Reason for retroactive submittal: Item was submitted to the first available BCC meeting once the Agreement was received back from REMSA.

### **FISCAL IMPACT**

There is no fiscal impact with this Agreement.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Search and Rescue Medical Support Services Agreement Between REMSA (Regional Emergency Medical Services Authority) and the Washoe County Sheriff's Office to provide medical support in Search & Rescue operations with a retroactive start date of February 19, 2017.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

Move to approve the Search and Rescue Medical Support Services Agreement Between REMSA (Regional Emergency Medical Services Authority) and the Washoe County Sheriff's Office to provide medical support in Search & Rescue operations with a retroactive start date of February 19, 2017.

**SEARCH AND RESCUE MEDICAL SUPPORT SERVICES AGREEMENT  
BETWEEN  
REMSA (REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY)  
AND  
THE WASHOE COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT** is made and entered by and between **WASHOE COUNTY** on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to as "**WASHOE**", and the **REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY**, a Nevada non-profit corporation, hereinafter referred to as "**REMSA**".

**WITNESSETH:**

**WHEREAS, WASHOE** operates as part of its law enforcement program a Search and Rescue Division, hereinafter referred to as "**SAR**", which responds to critical incidents involving search and rescue or similar incidents that endanger victims and the general public; and

**WHEREAS, REMSA** currently provides emergency medical services within the geographical limits of Washoe County, Nevada including the provision of advanced life support personnel, equipment and ambulance services on a stand-by basis at the scene of critical incidents involving **SAR**; and

**WHEREAS,** the emerging trend in **SAR** is to include specially trained medical support personnel as part of **SAR** at deployments in order to provide medical assistance to team members, victims, and the general public at the scene of critical incidents; and

**WHEREAS, WASHOE** and **REMSA** desire to enter into an agreement to provide the necessary training, coordination and rendition of services to incorporate such emergency medical services support capabilities into **SAR** deployment;

**NOW, THEREFORE,** based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

**1. SERVICES PROVIDED BY REMSA:** **REMSA** shall use best efforts to provide properly certified and licensed medical support personnel together with any necessary medical equipment and supplies to **SAR** as shall be reasonably necessary for medical personnel deployment to **SAR** critical incidents pursuant to the following program standards and guidelines:

- A. **REMSA** will use best efforts to provide a maximum of Ten (10) medical support trained personnel on an on-going rotating on-call basis.
- B. **REMSA** shall be responsible, at its sole cost and expense, for training its medical support personnel to provide medical care at critical incidents under the direction of the **REMSA** Medical Director, using established guidelines, protocols and standing orders as established by the Medical Director.
- C. **REMSA** personnel, while involved in **SAR** activities, will be provided with training specific to **SAR** by **WASHOE**, **REMSA** personnel will be classified as **REMSA** employees and **REMSA** shall assume all responsibility, liability and insurance while they perform patient care under **REMSA** policies, procedures and protocols.
- D. The **REMSA** medical director shall have final say on all medical protocols and training.
- E. Medical support trained personnel shall be responsible for:
- (1) Providing the **REMSA** Medical Director with medical and operational documentation for review.
  - (2) Monitoring the medical effects of environmental conditions of individuals and **SAR** team performance and bringing any observations immediately to the attention of the **SAR** on-scene commander.
  - (3) Providing field medical treatment to **SAR** team members injured or ill while engaged in mission activity and ensuring that the team members are afforded the best possible treatment and transferred in a timely manner to an appropriate medical provider.
  - (4) Providing medical assistance to all non-law enforcement personnel injured or ill during a **SAR** operation until appropriate transfer to the **EMS** system can be safely completed.
  - (5) Participate in pre-planning and preparing pre and post mission paperwork as necessary.
  - (6) Participating in creation or revision of protocols and training to improve the delivery of medical support services at critical incidents.
  - (7) Communicating information to **REMSA** Dispatch Center as necessary to efficiently deliver medical support services at critical incidents, including, where indicated, electing when and where ambulances

should be located in a stand-by mode during SAR operations.

- (9) Briefing, whenever appropriate, ambulance crews on actions being taken at a critical incident, including any hazardous materials or other threat potentials on-scene and the nature and severity of injuries or illness anticipated or existing on-scene.
- (10) Participating in on-going training, on a regular basis, of SAR team members in order to acquire the skills and knowledge in order to maximize the integration of medical services to the mission with the greatest degree of safety to all parties involved in the operation.

**2. SERVICES PROVIDED BY WASHOE:** WASHOE shall be responsible, at its sole cost and expense, for training its SAR team and medical support personnel with the skills necessary for deploying to critical incident missions, pursuant to the following program standards and guidelines:

- A. WASHOE shall train the medical support personnel assigned to SAR on safety and technical procedures and techniques in order to maximize the delivery of medical services to team members, victims, and the general public in the safest and most timely manner possible without compromising the critical incident scene.
- B. WASHOE shall provide the medical support personnel assigned to SAR with technical rescue and any other equipment and supplies necessary to identify and safeguard said personnel from reasonably anticipated harm at a critical incident scene, together with any training and instruction necessary for the proper use of any such equipment and supplies. Any such equipment and supplies shall remain property of WASHOE subject to return at the request of said agency.
- C. WASHOE shall prepare an after action report at the completion of each SAR mission and participate in the creation or revision of protocols and training to improve the safe and timely delivery of medical services at critical incidents.

- D. **WASHOE** shall provide periodic, ongoing training to all other medical personnel of **REMSA** who potentially may be called to a **SAR** critical incident in order that such personnel may deliver services to team members, victims and the general public in the safest and most timely manner possible without compromising the critical incident scene.
- E. **WASHOE** shall not request confidential medical information and shall safeguard medical information that its **SAR** personnel come into contact with. **WASHOE** shall establish protocols and train **SAR** personnel regarding medical confidentiality. Washoe shall enter into the Business Associate Agreement attached hereto as Exhibit A.

3. **EMPLOYMENT, COMPENSATION AND BENEFITS:** **WASHOE** and **REMSA** agree that there shall be no compensation paid by Washoe for medical services provided by **REMSA** during the program. **REMSA** employees will be compensated from **REMSA**, including wages, benefits, and other compensation, for the services provided. In addition, unless otherwise agreed upon by the parties, each party shall be responsible for its own expenses incurred in connection with the program.

Each party shall be responsible for providing workers' compensation insurance for its own employees. Notwithstanding any other provision contained herein, for the purposes of chapters 616A to 617, inclusive, of NRS, the parties shall be considered joint employers of any employees or volunteers providing services pursuant to this agreement. (An employee cannot sue his own employer for a work related injury.)

4. **AGENCY POLICIES AND PROCEDURES:** Employees of each party to this agreement shall adhere to the policies, procedures, protocols and general orders of their respective employers as well as any policies, procedures, protocols and general orders of the other agency for which they have received instruction or training as part of the coordination of emergency medical services pursuant to this agreement.

When medical support trained personnel come into contact with a potential patient and determines that medical care is warranted, the medical support trained personnel shall initiate such care per **REMSA** protocols, given patient location, environmental conditions, and other such factors affecting care ability, and shall ensure to the degree possible, that an ambulance transport has been requested.

For responses to unincorporated areas of Washoe County, ie. (Incline Village, NV, Gerlach, NV) and outside of Washoe County, **REMSA** or **WCSO** will contact the agency having jurisdiction and coordinate transport.

The parties to this agreement shall discuss and develop special joint policies, procedures, protocols

and general orders as may be deemed necessary to carry out this agreement.

5. **INDEMNIFICATION**: Each party to this agreement agrees to indemnify, defend and hold harmless the other parties to this agreement, their officers, employees and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any such officers, employees, and agents in connection with the services to be provided to the other parties or to third parties pursuant to this agreement, to the extent permitted by Nevada statutory and case law, and except where one party interfaces with the services to be provided by the other party under this agreement.

REMSA further agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act in providing patient care pursuant to this agreement on the part of any officers, employees, and agents of REMSA pursuant to this Agreement, except where SAR or WASHOE interfaces with the care of the patient.

6. **INSURANCE**:

REMSA shall procure and maintain a policy or policies of insurance providing the following minimum coverage and limits:

- A. Professional Errors and Omission Liability (malpractice): \$1,000,000 per claim and \$2,000,000 as an annual aggregate.

WASHOE, its officers, agents and employees shall be named as an additional insured party to all policies in regard to the medical services provided by REMSA pursuant to this agreement, with any certificates and endorsement evidence said insurance coverage provided to WASHOE prior to the commencement of any services contemplated pursuant to this agreement and at the time of any scheduled renewal of said coverage.

7. **PATIENT BILLING AND RESPONSIBILITY**: REMSA shall be responsible for the preparation and billing of any charges incurred by a medical patient for services rendered pursuant to this agreement.

8. **FURTHER ASSURANCE**: Each party to this agreement agrees to perform all further acts and execute, acknowledge and deliver any documents, excluding any and all medical records, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this agreement.

9. **RELATIONSHIP OF THE PARTIES**: WASHOE and REMSA are separate and

independent entities. No party shall be deemed the partner, agent or representative of the other. Nothing in this agreement shall be construed to create a partnership, joint venture, or agency between the parties to this agreement. No party to this agreement shall be liable for the debts or obligations of the other parties to this agreement, except as otherwise specifically set forth in this agreement. Except as expressly provided in this agreement, no party shall have the power to hire or fire another party's employees, nor may any party control or have access to another party's funds or expenditure of those funds, or in any other way exercise control over another party's business or assets.

10. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and signed by both of the parties hereto.

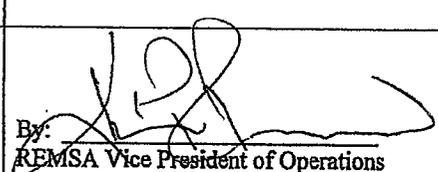
11. **EFFECTIVE DATE, RENEWAL AND TERMINATION:**

A. This Agreement shall be for an initial term of one (1) year to commence on February 19, 2017. After the expiration of the initial term, this agreement shall automatically renew for additional periods of one (1) year unless terminated by any party hereto as hereinafter provided.

B. Either party to this Agreement may terminate this agreement for any reason upon giving thirty (30) days prior written notice to the other parties to this agreement.

12. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS OF WHEREOF, the parties hereto have executed and delivered this agreement as of the date written below.

<p>By: _____ Chairman, Washoe County Board of County Commissioners</p> <p>Date:</p>	<p>By:  Washoe County Sheriff</p> <p>Date: 3/2/17</p>
<p>Attest: _____</p> <p>Date:</p>	<p>By:  REMSA Vice President of Operations</p> <p>Date: 2/21/17</p>